

IT IS HEREBY ADJUDGED  
and DECREED this is SO  
ORDERED.

The party obtaining this order is responsible for  
noticing it pursuant to Local Rule 9022-1.

Dated: December 08, 2009



**TIFFANY & BOSCO**  
P.A.

**2525 EAST CAMELBACK ROAD  
SUITE 300**

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*Randolph J. Haines*

**RANDOLPH J. HAINES  
U.S. Bankruptcy Judge**

Mark S. Bosco  
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Attorneys for Movant

09-28386/0417050406

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF ARIZONA**

IN RE:

Tracy Lyn Poirier  
Debtor.

Provident Funding Associates, L.P.  
Movant,  
vs.

Tracy Lyn Poirier, Debtor, S. William Manera,  
Trustee.

Respondents.

No. 2:09-bk-28622-RJH

Chapter 7

ORDER

(Related to Docket #6)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefor,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real  
2 property which is the subject of a Deed of Trust dated May 25, 2007 and recorded in the office of the  
3 Maricopa County Recorder wherein Provident Funding Associates, L.P. is the current beneficiary and  
4 Tracy Lyn Poirier has an interest in, further described as:

5 Lot 99, of EMPEROR ESTATES PHASE 3, according to the Plat of record in the office of the  
6 County Recorder of Maricopa County, Arizona, recorded in Book 801 of Maps, page 31, and  
7 Affidavit of Correction recorded as 2006-45504, 2006-418723, 2006-424235 and 2006-751231 of  
8 Official Records.

9 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written  
10 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance  
11 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement  
12 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against  
13 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

14 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter  
15 to which the Debtor may convert.

16 DATED this \_\_\_\_ day of \_\_\_\_\_, 2009.

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18 \_\_\_\_\_  
19 JUDGE OF THE U.S. BANKRUPTCY COURT  
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